

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE**

In re: **GENESIS, INC**
Debtor

Case # **08-01429**
Chapter **7**

MOTION TO WITHDRAW UNCLAIMED FUNDS

I, **John J. Marshall**, acting in my capacity of **Managing Member of and for JM Partners LLC**, the Assignee of **Creative Layout & Design, Inc.**, am the undersigned petitioner and applicant, and hereby move this Court for an order directing the Clerk to remit to the applicant the sum of **\$6,941.02**, which was deposited into the Treasury of the United States as unclaimed funds for **Creative Layout & Design, Inc** (the "original creditor" in this matter), and under penalty of perjury under the laws of the United States of America, I certify that the following statements and information are true and correct:

- 1) I have conducted a reasonable investigation of all facts surrounding this matter.
- 2) The money on deposit with the Treasury of the United States is owed to the applicant, as successor in interest to the original creditor.
- 3) The funds sought have not been paid to the original creditor or to any agent on the original creditor's behalf, nor to any other party, and are still due and owing.
- 4) Applicant has authority to collect the funds as the successor-in-interest to the original creditor, as evidenced by the enclosures herewith.
- 5) No other motion is pending for recovery of the same unclaimed funds.
- 6) Applicant has complied fully with the requirements of 28 U.S.C. § 2042.

FILED

2015 JUN 16 AM 10:14

U.S. BANKRUPTCY COURT
MIDDLE DISTRICT OF TN



**John J. Marshall, Manager
JM Partners LLC, Assignee
6800 Paragon Place, Suite 202
Richmond, VA 23230
Phone 804-285-0807**

CERTIFICATE OF SERVICE

I hereby certify that on the 11 day of June, 2015, I mailed a copy of the foregoing to the U.S. Attorney, 110 Ninth Avenue, South, Suite A-961, Nashville, Tennessee 37203-3870; the U.S. Trustee, 701 Broadway, Customs House Suite 318, Nashville, Tennessee 37203; the Debtor in this case: Genesis, Inc., 365 Great Circle Road, Nashville, TN 37228-1703; the Debtor's Attorney: Genesis, Inc. pro se, 365 Great Circle Road, Nashville, TN 37228-1703; the Case Trustee: Susan R. Limor, Limor & Johnson Attorneys at Law, 2814 Dogwood Place, Nashville, TN 37204; and to the original creditor / assignor: Creative Layout & Design, Inc., ATTN: Kristie Sizemore / President, 255 Delaney's Circle, Powell, OH 43065-8520.



John J. Marshall, Managing Member
JM Partners LLC
6800 Paragon Place, Suite 202
Richmond, VA 23230
Phone 804-285-0807

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE**


In re: **GENESIS, INC**
Debtor

Case # **08-01429**
Chapter **7**

WAIVER OF APPEARANCE

I, **John J. Marshall, acting in my corporate capacity as Managing Member of JM Partners LLC, itself the Assignee of the original creditor in this matter,** (hereinafter "Assignee") state and declare as follows:

- 1) Assignee has purchased the rights to the account and underlying claim from the creditor in this matter, **Creative Layout & Design, Inc.** ("Assignor") – who was the original creditor in this matter ("original Creditor") - and thus is now the owner of that certain Claim as is indicated on the register of claims, along with those certain Unclaimed Funds generated from, by and for the benefit of such Claim. Evidence of same is provided separately, along with my Motion for the Release of such the Unclaimed Funds in question.
- 2) Assignee hereby waives his right of appearance, and lacking objection asks for a ruling based on the documentation submitted.



**John J. Marshall Managing Member of and
for JM Partners LLC**

By my signature above, I hereby certify under the penalties of perjury that all statements herein are true and correct to the best of my knowledge and belief

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE**

In re: **GENESIS, INC**
Debtor

Case # **08-01429**
Chapter **7**

ORDER APPROVING WITHDRAWAL OF UNCLAIMED FUNDS


This came before the Court upon the Motion of the Applicant, **JM Partners LLC, Assignee of Creative Layout & Design, Inc. ("Claimant")**, for an Order directing payment of funds in the amount of **\$6,941.02**, which was deposited into the registry of the Court as unclaimed funds for **Creative Layout & Design, Inc** which was noticed pursuant to Local Rule 9013-1 on **March 19, 2015**. It appearing to the satisfaction of the Court that there were no objections to the Application and that the withdrawal of unclaimed funds should be approved, it is

ORDERED as follows:

The Clerk is hereby authorized to remit to **JM Partners LLC, Assignee** the sum of **\$6,941.02** which was deposited into the registry of the Court as unclaimed funds for **Creative Layout & Design, Inc..**

APPROVED FOR ENTRY: _____

Dated: **June 11, 2015**



John J. Marshall / Manager
JM Partners LLC
6800 Paragon Place, Suite 202
Richmond, VA 23230-1656
(804) 285-0807

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE**

In re: **GENESIS, INC**
Debtor

Case # **08-01429**
Chapter **7**

THE DEADLINE FOR FILING A TIMELY RESPONSE IS: July 11, 2015
IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE: July 21, 2015, 9:00 AM,
Courtroom #3, 701 Broadway, Nashville, Tennessee

NOTICE OF MOTION TO WITHDRAW UNCLAIMED FUNDS

JM Partners LLC, Assignee of Creative Layout & Design, Inc., has asked the court for the following relief: to issue an Order approving the withdrawal of **\$6,941.02** held as unclaimed funds in this case.

YOUR RIGHTS MAY BE AFFECTED. If you do not want the court to grant the attached motion by entering the attached order, or if you want the court to consider your views on the motion, then on or before the response date stated above, you or your attorney must:

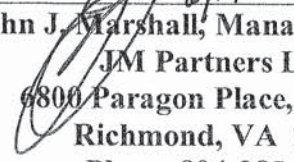
1. File with the court your response or objection explaining your position. Please note: the Bankruptcy Court for the Middle District of Tennessee requires electronic filing. Any response or objection you wish to file must be submitted electronically. To file electronically, you or your attorney must go to the court website and follow the instructions at: <https://ecf.tnmb.uscourts.gov>.

If you need assistance with Electronic Filing you may call the Bankruptcy Court at (615) 736-5584. You may also visit the Bankruptcy Court in person at: 701 Broadway, 1st Floor, Nashville, TN (Monday - Friday, 8:00 A.M. - 4:00 P.M.).

2. Your response must state the deadline for filing responses, the date of the scheduled hearing and the motion to which you are responding.

If a response is filed before the deadline stated above, the hearing will be held at the time and place indicated above. **THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.** You may check whether a timely response has been filed by viewing the case on the court's website at <https://ecf.tnmb.uscourts.gov>.

If you or your attorney does not take these steps, the court may decide that you do not oppose the relief sought in the motion and may enter the attached order granting that relief.



John J. Marshall, Managing Member
JM Partners LLC
6800 Paragon Place, Suite 202
Richmond, VA 23230
Phone 804-285-0807

Evidence and Supporting Documents related to an Unclaimed Funds Recovery filing
INDEX TO ENCLOSURES

**HOLDER: USBC Tennessee Middle
CASE # 08-01429 Genesis, Inc.
CLAIMANT: JM Partners LLC, Assignee
of Creative Layout & Design, Inc.**

Evidence of Funds Deposit by Trustee 1

Complete Assignment Package 2

Affidavit of John J. Marshall, Assignee 3

Brief History Statement & Recap of Supporting Evidence: 4

Creative Layout & Design, Inc. was the Creditor in this case, and the Creditor ("Creditor") with respect to the unclaimed funds. Creditor moved, and neglected to update the address with the Court or Trustee, which lead to the unclaimed funds. Upon being notified of the account by JM Partners LLC ("Claimant") Creditor subsequently attempted to file for the recovery pro se, but being unfamiliar with the requirements was unable to obtain an Order approving the motion. The Creditor thus elected to sell and assign the account and claim, and the transaction has been completed accordingly. Proper evidence of all these facts is included herewith. Thus, **JM Partners LLC** makes this application as the Assignee and Owner of the funds in question. 5
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Prepared & Submitted by:

JM Partners LLC
6800 Paragon Place, Suite 202
Richmond, VA 23230
Phone 804-285-0807
jmarshall@jmpartnersllc.com

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

IN RE:)
)
Genesis, Inc., a Tennessee Corporation,) BK No. 08-01429-MH3-7
)
Debtor(s).)

TRUSTEE'S REPORT OF UNCLAIMED FUNDS

Susan R. Limor, Trustee of this bankruptcy estate, reports the following:

1. On September 30, 2014, the Trustee made an interim distribution pursuant to the Trustee's Motion to Award Interim Trustee Compensation and Allow Interim Distribution filed August 8, 2014 (Docket Entry 215); and Agreed Order Between Susan R. Limor, Trustee, and United States Trustee entered September 15, 2014 (Docket Entry 222).
2. Ninety (90) days have passed since the interim distribution was made pursuant to 11 U.S.C. § 726. The Trustee has stopped payment on all checks remaining unpaid. The names of the individuals or entities to whom such unnegotiated distribution checks were issued, the amount of such checks, and the last-known address of the payees are:

<u>Name and Address of Creditor</u>	<u>Amount</u>	<u>Claim No.</u>
Konica Minolta Danka Imaging Company Attn: Lee Acevedo 11101 Roosevelt Blvd. St. Petersburg, FL 33716	\$163.17	33
Creative Layout & Design, Inc. 7995 Hopewell Dr. West Chester, OH 45069	\$6,941.02	57

The Funds

3. The Trustee has reissued two checks, one in the amount of \$163.17 and the second in the amount of \$6,941.02, made payable to the Clerk of the U.S. Bankruptcy Court.
4. The amounts of the checks represent unclaimed dividends and are being submitted to the Court simultaneously with this Report pursuant to Fed. R. Bankr. P. 3011.

Respectfully submitted,

/s/ Susan R. Limor
Susan R. Limor, Trustee
2814 Dogwood Place
Nashville, Tennessee 37204
615-742-1304
Fax: 615-742-0858
trustee@limorlaw.com

Evidence and Supporting Documents related to an Unclaimed Funds Recovery filing
INDEX TO ENCLOSURES

**HOLDER: USBC Tennessee Middle
CASE # 08-01429 Genesis, Inc.
CLAIMANT: JM Partners LLC, Assignee
of Creative Layout & Design, Inc.**

Purchase & Assignment of Interest

1

Bill of Sale

2

Affidavit of Assignor

3

**Brief History Statement & Recap of
Supporting Evidence:**

Identification of Assignor

4

Evidence as appropriate

5

Creative Layout & Design, Inc. was the Creditor in this case, and the Creditor ("Creditor") with respect to the unclaimed funds. Creditor moved, and neglected to update the address with the Court or Trustee, which lead to the unclaimed funds. Upon being notified of the account by JM Partners LLC ("Claimant") Creditor subsequently attempted to file for the recovery pro se, but being unfamiliar with the requirements was unable to obtain an Order approving the motion. The Creditor thus elected to sell and assign the account and claim, and the transaction has been completed accordingly. Proper evidence of all these facts is included herewith. Thus, **JM Partners LLC** makes this application as the Assignee and Owner of the funds in question.

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Prepared & Submitted by:

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**JM Partners LLC
6800 Paragon Place, Suite 202
Richmond, VA 23230
Phone 804-285-0807
jmarshall@jmpartnersllc.com**

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PURCHASE AGREEMENT & ASSIGNMENT OF INTEREST

This **PURCHASE AGREEMENT & ASSIGNMENT OF INTEREST** (hereinafter "Agreement") is made and entered into as of **June 9, 2015** by and between **Creative Layout & Design, Inc., ATTN: Kristie Sizemore / President 255 Delaney's Circle, Powell, OH 43065, Phone 614-389-6264** ("Seller") and **JM Partners LLC with a mailing address of ATTN: John Marshall, 6800 Paragon Place, Suite 202, Richmond, VA 23230-1656** (hereinafter "Buyer").

RECITALS

A. Seller was / is a creditor in **Bankruptcy Case # 08-001429 (Genesis, Inc. - Debtor)** as was filed in the **United States Bankruptcy Court for the Middle District of Tennessee** (hereinafter the "Bankruptcy Case"). In their capacity as creditor, Seller was entitled to that certain distribution of funds in the amount of **\$ 6,941.02** (hereinafter "Funds"), which remittance was attempted by the Trustee at the debtor's last known address. Such remittance was never negotiated, however, and pursuant to Federal Rule of Bankruptcy Procedure 3011 and 11 U.S.C. 347, the trustee remitted the funds to the Clerk of the Court for payment on to the Registry of Unclaimed Funds. Such funds are subject to withdrawal as provided by 28 U.S.C. 2042.

B. Rather than attempting to collect the Funds - and in an effort to both save the expense of such a collection, as well as to expedite the liquidating of their interest in Funds - Seller desires to legally Sell and Assign his interest in such Funds, and Buyer desires to purchase and obtain such interest in Funds. Therefore, with both parties being of sound mind, and operating in the manner in which they deem to be in their mutual best interest, Seller shall convey all rights, title and interest that Seller has in the Funds and the Claim which generated same, and Buyer shall purchase all rights, title and interest that Seller has in the Funds and such Claim as generated same.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties contained in this Agreement, the parties agree as follows:

ARTICLE 1 – PURCHASE, ASSIGNMENT AND SALE OF ASSETS

1.1 Assets to be assigned: Seller has sold to Buyer, and Buyer has purchased from Seller, any and all right, title, and interest of Seller in and to the following described Property: **THAT CERTAIN UNCLAIMED FUNDS** account in the amount of **\$ 6,941.02** as is held for the benefit of Seller, on the books and records known as the **Unclaimed Funds Registry of the Clerk of the Court, United States Bankruptcy Court for the Middle District of Tennessee**, and as is evidenced by the attachments hereto, as well as the Claim which generated such funds.

1.2 Assignment of Interest: Acceptance of this Agreement constitutes full verification of the Sellers intent, desire and notice to assign – and Buyers intent, desire, and notice to accept such assignment – of the Assets identified in paragraph 1.1 above. Both parties agree to fulfill their obligations as defined herein, or otherwise required by law, to affect the proper legal transfer of ownership of such assets on the books and records of all entities holding an interest in same, and all rights, title, and interest in the Funds shall become the property of Buyer immediately upon payment of the purchase price and execution of this Agreement.

1.3 The Purchase: The purchase price shall be **\$ 5,552.82** which sum shall be remitted via Check and provided in exchange for a valid execution of this Agreement (or, at the Sellers Option, shall be remitted via wire transfer immediately upon receipt of the executed documents validating the transaction), and the providing of all documents required to prove both ownership and assignment.

1.4 To the extent necessary under applicable law (but only to such extent), Seller hereby irrevocably appoints Assignee or John J. Marshall as its true and lawful attorney-in-fact to act in Assignor's stead with respect to the asset(s) purchased herein, provided however that attorney shall bear all the costs of such actions.

ARTICLE 2 – CLOSING

2.1 Time and Place of Closing. The closing for the purchase and sale of the Property (the "Closing") shall be completed immediately upon execution of the required documents. At Closing, Seller shall deliver to Buyer the original of this Assignment along with such other documentation as is required. Buyer shall deliver the payment referenced in 1.3 above immediately upon receipt of all such documents. Buyer shall have no rights to the Funds unless and until such documents are properly executed, and the payment is provided in exchange for same.

2.2 Expenses of Closing. The expenses of Closing shall be paid as follows: (a) Except as otherwise expressly provided in this Agreement, all other fees and costs of Closing, including, but not limited to, legal fees, accounting fees, consulting fees, and other incidental expenses in connection with the transactions contemplated by this Agreement shall be borne by the party that incurs the expenses.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

3.1 State of Title and AS IS Sale. Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character, whether expressed or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Funds, or the legal requirements that Buyer shall have to collect same.

3.2 Buyer's Representations and Warranties. Buyer makes the following representations and warranties to Seller, each of which is true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date:

(a) Buyer is an individual experienced in these matters, and is qualified to transact the business detailed in this Agreement. (b) Buyer has full legal power and authority to enter into and perform this Agreement, and this Agreement constitutes the valid and binding obligation of Buyer, enforceable in accordance with its terms. (c) The execution and delivery of this Agreement does not conflict with, violate, or constitute a default under the terms, conditions, or provisions of any agreement or instrument to which Buyer is a party, or any law, judgment, or order of which Buyer is aware. (d) There is no action, proceeding, or claim

pending, or, to Buyer's knowledge, threatened, against Buyer that would affect Buyer's ability to consummate the transactions contemplated by this Agreement. (e) Except for the required approval of the court, as previously defined herein, no consent, approval, or authorization of or declaration, filing, or registration with any governmental or regulatory authority is required in connection with the execution, delivery, and performance by Buyer of this Agreement or the consummation of the transactions contemplated by the Agreement.

3.3 Seller's Representations and Warranties. Seller makes the following representations and warranties to Buyer, each of which is true and correct as of the date of this Agreement, and will be true and correct as of the Closing Date:
(a) Seller is the individual defined in RECITALS (A) above, and shall provide proper proof of that fact. (b) Seller has not previously assigned, sold or pledged the Funds to any third party, in whole or in part.

3.4 Correctness of Representations. No representation or warranty of Buyer or Seller in this Agreement or any other information furnished by Buyer or Seller pursuant to this Agreement contains any untrue statement of material fact or fails to state any fact necessary in order to make the statements not misleading in any material respect. All statements, representations, and other information provided by Seller and Buyer shall be true and correct on and as of the Closing Date as though made on that date.

ARTICLE 4 - COVENANTS

4.1 Documentation to Effect Transfer. Buyer shall be responsible for and shall prepare, at his own expense, any and all legal documentation, and complete any process required in the bankruptcy court that may be subsequently required to effectuate the transfer of the Funds to Buyer – though Seller shall provide any and all cooperation, including the execution of any further documents that the court might require to complete the transfer, if not included in this Agreement and the attachments hereto.

ARTICLE 5 - GENERAL PROVISIONS

5.1 Successors and Assigns. The terms and provisions of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

5.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, oral and written, between the parties hereto with respect to the subject matter of this Agreement.

5.3 Fees and Expenses. Unless otherwise specifically provided for in this Agreement, Seller and Buyer shall both pay their own fees and expenses in connection with the negotiation and consummation of the transactions contemplated herein.

5.4 Notices. All notices, requests, demands, and other communications required by this Agreement shall be in writing and shall be (a) delivered in person or by courier (NOTE: If delivered personally or by courier, the date on which the notice, request, instruction, or document is delivered shall be the date on which the delivery is made, and if delivered by facsimile transmission or mail as aforesaid, the date on which the notice, request, instruction, or document is received shall be the date of delivery), (b) mailed by first class registered or certified mail, or (c) delivered by facsimile transmission with an authenticated receipt therefore, as follows, or to such other address as a party may designate in writing:

(i) IF TO SELLER:

Creative Layout & Design, Inc.
ATTN: Kristie Sizemore / President
255 Delaney's Circle
Powell, OH 43065

(ii) IF TO BUYER:

JM Partners LLC
ATTN: John Marshall / Managing Member
6800 Paragon Place, Suite 202
Richmond, VA 23230-1656
Phone 804-285-0807

5.5 Headings. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement.

5.6 Counterparts. This Agreement may not be executed in counterparts.

5.7 Severability. In the event any provision of this Agreement is deemed to be invalid, illegal, or unenforceable, all other provisions of the Agreement that are not affected by the invalidity, illegality, or unenforceability shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

Seller: Kristie Sizemore / President
Signature – Kristie Sizemore / President

Subscribed and Sworn before me by the above
named SELLER on this 10 day of JUNE, 2015

Notary Public: Richard Cundiff
My Commission Expires: 06/15/2015

Notary above is as to Seller's signature only

Buyer: John Marshall / Mng Mbr
For: JM Partners LLC

Buyer Signature requires no Notary



RICHARD CUNDIFF
Notary Public, State of Ohio
My Comm. Expires 06-15-2015

BILL OF SALE

SELLER:	Creative Layout & Design, Inc. ATTN: Kristie Sizemore / President 255 Delaney's Circle Powell, OH 43065
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In consideration of the sum of:

Five Thousand Five Hundred Fifty Two Dollars & 82/100 (\$ 5,552.82)

I, **Kristie Sizemore**, acting in my corporate capacity as **President of Creative Layout & Design, Inc.** (hereinafter "Seller"), on whose behalf this document is executed, do hereby sell, convey, and transfer all rights, title and interest to the unclaimed bankruptcy account – as well as the portion of the claim, if any, that generated same - in the amount of **\$ 6,941.02** as was generated by the Trustee's Deposit as entered by the Clerk on the records of the Court to: **JM Partners LLC, (hereinafter referred to as BUYER), of 6800 Paragon Place, Suite 202, Richmond, VA 23230.**

CLAIM INFORMATION / ITEM(S) BEING SOLD:

Debtor:	Genesis, Inc.	Case #	08-01429
Court:	US Bankruptcy Court for the Middle District of Tennessee	Chapter:	7

Type	Amount	Filed By / Comments
Unclaimed	\$ 6,941.02	Creative Layout & Design, Inc.

I hereby certify that the foregoing statements are true and correct to the best of my knowledge and belief.

For Seller:


Signature – Kristie Sizemore

Subscribed and Sworn before me this
10 day of JUNE, 2015

Notary Public: 

Commission Expires: 06/15/2015

Seal / Stamp



RICHARD CUNDIFF
Notary Public, State of Ohio
My Comm. Expires 06-15-2015

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE**

In re: **GENESIS, INC**
Debtor

Case # **08-01429**
Chapter **7**

AFFIDAVIT

I, **Kristie Dawn Sizemore**, acting in my corporate capacity as **President of Creative Layout & Design, Inc.** (hereinafter "**Creditor**" or "**Seller**" or "**Assignor**") herein swear under the penalty and pains of perjury that the following is true and accurate:, that I am the original Creditor entitled to the unclaimed funds in this matter as listed on the Registry of Unclaimed Funds - and I further declare as follows:

- 1) Creditor has been made aware of the fact that it is due certain funds in the amount of **\$ 6,941.02** - which the Trustee attempted to send to Creditor at the last known address, and as is referenced in the case. The address has changed, which apparently resulted in the funds being returned, and remitted on to the Registry of such unclaimed funds. Evidence of both the former address and my personal identification is provided herewith.
- 2) Creditor has no previously sold or assigned the account, and is still the owner of same. Creditor has no pending application for the release of the funds. Creditor has knowingly and consciously decided to sell and assign any and all interest in such funds to **JM Partners LLC**, as evidenced by both the attached Bill of Sale, and the attached Purchase and Assignment Agreement. Creditor hereby grants all interest in such funds to **JM Partners LLC**, and agrees to provide any further court required supporting evidence, or execute any other required forms that confirm this fact and/or are necessary for the full transfer of such interest, or the ultimate collection of the funds by the purchaser.

Creditor hereby certifies that the foregoing statements are true and correct to the best of my knowledge and belief.

Creditor's FEIN # 8183
(last 4 digits of FEIN# only on above line)

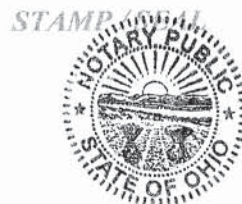

Signature - **Kristie Sizemore**

Sworn & Subscribed to before me on this
10 day of JUNE, 2015


NOTARY PUBLIC

State of OHIO County of DECAWNE

My Commission Expires on: 06/15/2015



RICHARD CUNDIFF
Notary Public, State of Ohio
My Comm. Expires 06-15-2015

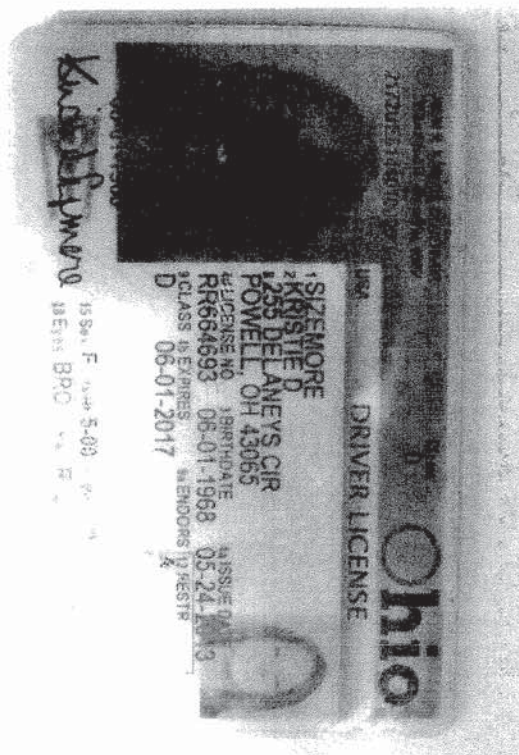


Photo ID of Original
Creditor / Assignor's Rep

Form **1120S**Department of the Treasury
Internal Revenue Service

U.S. Income Tax Return for an S Corporation

Do not file this form unless the corporation has filed or is
attaching Form 2553 to elect to be an S corporation.
See separate instructions.

OMB No. 1545-0047

2011

For calendar year 2011 or tax year beginning ending

A S election effective date 11/14/05	TYPE OR	Name Creative Layout & Design Inc	Employer identification number redact 8183
B Business activity code number (see instructions) 541400	OR	Number, street, and room or suite no., if a P.O. box, see instructions. 7995 Hopewell Dr.	C Date incorporated 11/14/2005
C Check 1 <input type="checkbox"/> Sec. 1361 checked <input type="checkbox"/>	PRINT	City or town, state, and ZIP code West Chester OH 45069	F Total assets (see instructions) S 49,668

a Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☒ No If "Yes" attach Form 2553 if not already filedb Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change (4) ☐ Amended return (5) ☐ S election termination or revocationc Enter the number of shareholders who were shareholders during any part of the tax year **1**

Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1a Merchant card and third-party payments. For 2011, enter -0-	1a	0
	1b Gross receipts or sales not reported on line 1a (see instructions)	1b	167,325
	1c Total. Add lines 1a and 1b	1c	167,325
	1d Returns and allowances plus any other adjustments (see instructions)	1d	
	2 Evidence of Case Linkage and Authority from Original Creditor / Assignor. Note address is the same as on the account, and Ms. Sizemore listed as President	2	167,325
	3	3	37,816
	4	4	129,509
	5	5	
	6	6	129,509
	7	7	84,481
	8	8	
	9	9	2,599
	10	10	
	11	11	
	12	12	10,359
	13	13	
	14	14	
	15	15	
	16	16	506
	17	17	
	18	18	
	19	19	26,428
	20	20	124,373
	21	21	5,136
	22a Excess net passive income or LIFO recapture tax (see instructions)	22a	
	22b Tax from Schedule D (Form 1120S)	22b	
	22c Add lines 22a and 22b (see instructions for additional taxes)	22c	
	23a 2011 estimated tax payments and 2010 overpayment credited to 2011	23a	
	23b Tax deposited with Form 7004	23b	
	23c Credit for federal tax paid on fuels (attach Form 4136)	23c	
	23d Add lines 23a through 23c	23d	
	24 Estimated tax penalty (see instructions). Check if Form 2220 is attached <input type="checkbox"/>	24	
	25 Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed	25	
	26 Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid	26	
	27 Enter amount from line 26 Credited to 2012 estimated tax <input type="checkbox"/> Refunded <input type="checkbox"/>	27	

Sign Here	I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.	May the IRS discuss this return with the preparer shown below (see instructions)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Signature of officer Kristie D Sizemore	Date 02/13/12	Title President
Print/Type preparer's name DEBRA A SALUKE	Preparer's signature DEBRA A SALUKE	Date 02/13/12
Preparer's name SALUKE & ASSOCIATES, LLC	Check <input type="checkbox"/> a <input type="checkbox"/> b <input type="checkbox"/> c <input type="checkbox"/> d <input type="checkbox"/> e <input type="checkbox"/> f <input type="checkbox"/> g <input type="checkbox"/> h <input type="checkbox"/> i <input type="checkbox"/> j <input type="checkbox"/> k <input type="checkbox"/> l <input type="checkbox"/> m <input type="checkbox"/> n <input type="checkbox"/> o <input type="checkbox"/> p <input type="checkbox"/> q <input type="checkbox"/> r <input type="checkbox"/> s <input type="checkbox"/> t <input type="checkbox"/> u <input type="checkbox"/> v <input type="checkbox"/> w <input type="checkbox"/> x <input type="checkbox"/> y <input type="checkbox"/> z <input type="checkbox"/> aa <input type="checkbox"/> ab <input type="checkbox"/> ac <input type="checkbox"/> ad <input type="checkbox"/> ae <input type="checkbox"/> af <input type="checkbox"/> ag <input type="checkbox"/> ah <input type="checkbox"/> ai 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For Paperwork Reduction Act Notice, see separate instructions.

Form 1120S (2011)

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE

In re: **GENESIS, INC**
Debtor

Case # **08-01429**
Chapter 7

WITHDRAWAL OF MOTION TO WITHDRAW UNCLAIMED FUNDS

I, **Kristie Dawn Sizemore**, acting in my corporate capacity as **President of Creative Layout & Design, Inc.** (hereinafter "**Creditor**") herein swear under the penalty and pains of perjury that the following is true and accurate: that I am the original Creditor entitled to the unclaimed funds in this matter as listed on the Registry of Unclaimed Funds - and I further declare as follows:

- 1) Creditor has previously made a filing -- found at docket #260, entered on 4/28/15 -- in an attempt to recover the Unclaimed Funds in question.
- 2) Creditor has now knowingly and consciously decided to sell and assign any and all interest in such funds to **JM Partners LLC**, who shall make their own Motion for recovery.
- 3) In light of the above, Creditor respectfully withdraws the previous Motion, and disclaims all interest in the account, now owned by **JM Partners LLC**.

Creditor hereby certifies that the foregoing statements are true and correct to the best of my knowledge and belief.

Creditor's FEIN # 8183
(last 4 digits of FEIN# only on above line)

Kristie Dawn Sizemore
Signature -- **Kristie Dawn Sizemore**

Sworn & Subscribed to before me on this
10 day of JUNE, 2015

Richard Cundiff
NOTARY PUBLIC

State of OHIO County of DeWane

My Commission Expires on: 06/15/2015

Due to Original Creditor / Assignor having previously moved the Court for recovery of the funds (albeit without success), this formal Withdrawal is supplied as an appropriate evidence item.



RICHARD CUNDIFF
Notary Public, State of Ohio
My Comm. Expires 06-15-2015

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE**

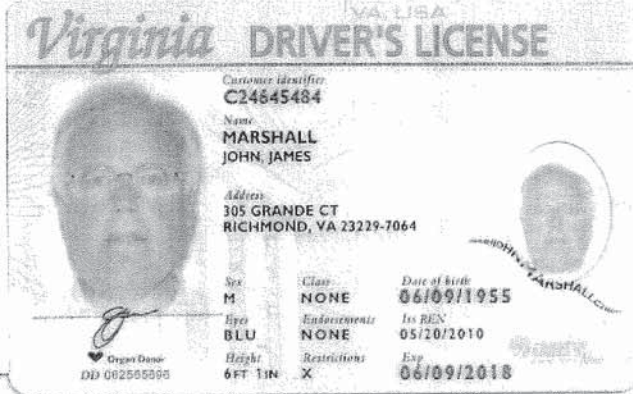
In re: **GENESIS, INC**
Debtor

Case # **08-01429**
Chapter **7**

AFFIDAVIT OF ASSIGNEE/CLAIMANT

I, **John J. Marshall, acting in my capacity as Managing Member of JM Partners LLC**, (hereinafter "Creditor" or "Assignee" or "Applicant") state and declare as follows:

- 1) Creditor is the Assignee of the original owner of the Unclaimed Funds as addressed in the attachments hereto. Evidence of same is included herewith. My ID and contact info is:

<p style="text-align: center;">JOHN MARSHALL MANAGING MEMBER JM PARTNERS LLC</p> <p style="text-align: center;"><i>jmarshall@jmpartnersllc.com</i></p> <table border="0" style="width: 100%;"><tr><td style="width: 50%;">6800 PARAGON PLACE SUITE 202</td><td style="width: 50%;">RICHMOND, VA 23230-1656</td></tr></table> <p>PHONE 804-285-0807 FAX 804-285-0939</p>	6800 PARAGON PLACE SUITE 202	RICHMOND, VA 23230-1656	 <p>Virginia DRIVER'S LICENSE</p> <p>Customer identifier: C24645484</p> <p>Name: MARSHALL JOHN JAMES</p> <p>Address: 305 GRANDE CT RICHMOND, VA 23229-7064</p> <table border="0" style="width: 100%;"><tr><td>Sex: M</td><td>Class: NONE</td><td>Date of birth: 06/09/1955</td></tr><tr><td>Eyes: BLU</td><td>Endorsements: NONE</td><td>Iss REN: 05/20/2010</td></tr><tr><td>Height: 6 FT 1 IN</td><td>Restrictions: X</td><td>Exp: 06/09/2018</td></tr></table> <p>Organ Donor: DD 002555555</p>	Sex: M	Class: NONE	Date of birth: 06/09/1955	Eyes: BLU	Endorsements: NONE	Iss REN: 05/20/2010	Height: 6 FT 1 IN	Restrictions: X	Exp: 06/09/2018
6800 PARAGON PLACE SUITE 202	RICHMOND, VA 23230-1656											
Sex: M	Class: NONE	Date of birth: 06/09/1955										
Eyes: BLU	Endorsements: NONE	Iss REN: 05/20/2010										
Height: 6 FT 1 IN	Restrictions: X	Exp: 06/09/2018										

- 2) I have the full and absolute authority to act on behalf of the Creditor by virtue of the power granted to me as the Manager in the Operating Agreement. In such capacity, I have made all efforts required to know to the best of my knowledge that there is no other firm or individual who would be entitled to the benefit of the aforementioned Claim or Unclaimed Funds, and I have not engaged any other party to assist with the recovery of same.

I hereby certify that the foregoing statements are true and correct to the best of my knowledge and belief under the pains and penalties of perjury.


**John Marshall, Managing Member
JM Partners LLC**

JM Partners LLC
6800 Paragon Place Suite 202
Richmond, VA 23230-1656

Phone 804-285-0807
Fax 804-285-0939

Email jmarshall@jmpartnersllc.com

June 11, 2015

US Bankruptcy Court
ATTN: Clerk / Financial Section
Customs House, 2nd FL, RM 200
701 Broadway
Nashville, TN 37203

RECEIVED
2015 JUN 16 AM 9:21
U.S. BANKRUPTCY COURT
MIDDLE DISTRICT OF TN

RE: CASE # 08-01429 Genesis

Gentlemen;

Please find enclosed our submittal of the required ORDER for our previous Motion for the recovery of unclaimed funds on behalf of *JM Partners LLC as the Assignee of Creative Layout & Design, Inc.*.

Once you are satisfied with the filing, and the Order is entered, please remit the check payable to JM Partners LLC, Assignee and send it to my attention at the address noted on the Application.

Thank you for your help with this – and if you have any questions at all, please contact me by email (strongly preferred for increased efficiency and accuracy), or phone, fax or regular mail, all as listed above.

Very truly yours,


John J. Marshall
Managing Member

cc: File

US Attorney
110 Ninth Avenue, South
Ste A-961
Nashville, TN 37203-3870

US Trustee
701 Broadway
Customs House Suite 318
Nashville, TN 37203

Case Trustee:
Susan R. Limor
Limor & Johnson Attorneys at Law
2814 Dogwood Place
Nashville, TN 37204

Debtor:
Genesis, Inc.
365 Great Circle Road
Nashville, TN 37228-1703

Debtor's Counsel:
Genesis, Inc., pro se
365 Great Circle Road
Nashville, TN 37228-1703;

Original Creditor / Assignor:
Creative Layout & Design, Inc.
ATTN: Kristie Sizemore / President
255 Delaney's Circle
Powell, OH 43065-8520.